

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 9P3PSFG-13-0154		PAGE 1 OF 4		
2. CONTRACT NO. GS-09P-13-KS-C-0031		3. AWARD/EFFECTIVE DATE DEC 16, 2013		4. ORDER NUMBER		5. SOLICITATION NUMBER GS-09P-13-KS-C-0031		
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME Mary Chin mary.chin@gsa.gov			b. TELEPHONE NUMBER (No collect calls) 415-522-3356		6. SOLICITATION ISSUE DATE SEP 10, 2013	
9. ISSUED BY GSA, FMSP DIV, CONTRACTS SECTION 450 GOLDEN GATE AVE, 4TH FL EAST SAN FRANCISCO CA 94102				CODE 9P3PMFC		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:		
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8 (A)		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
15. DELIVER TO See Schedule				CODE		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
17a. CONTRACTOR/ OFFEROR. AQUILA FITNESS CONSULTING SYSTEMS, LTD. 1221 BRICKELL AVE STE 1060 MIAMI FL 331313258				CODE 00033724		18a. PAYMENT WILL BE MADE BY GSA, Finance Div Accounts Payable 7BCP P. O. Box 17181 Ft. Worth TX 76102		
CAGE: 105K0 TIN: (b)(4) TELEPHONE NO.				FACILITY CODE		CODE PAYOFF		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		
23. UNIT PRICE		24. AMOUNT						
Please		see continuation page for line item details.						
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>								
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED								
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				4 <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. Amendment 3 propo DATED . _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR See attached SF1449 for Contractor Signature				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6)				
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Mary Chin 415-522-3356 mary.chin@gsa.gov		31c. DATE SIGNED DEC 16, 2013		

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15. DELIVER TO See Schedule		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR. AQUILA FITNESS CONSULTING SYSTEMS, LTD 1221 BRICKELL AVENUE, SUITE 1060 MIAMI, FL 33131		CODE		18a. PAYMENT WILL BE MADE BY CODE		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
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(b)(6) 					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
					31b. NAME OF CONTRACTING OFFICER (Type or print)		
30b. NAME AND TITLE OF SIGNER (Type or print) TYVAN MIKLIN, PRESIDENT & CEO					30c. DATE SIGNED 10/2/2013		31c. DATE SIGNED

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	<p>Provide Federal Fitness Centers Management Services at the Phillip Burton Federal Building & U.S. Courthouse, 450 Golden Gate Avenue, and the Federal Office Building, 50 United Nations Plaza, San Francisco, CA. 94102. Period of performance is from January 1, 2014 thru December 31, 2014 with four one-year options.</p> <p>AMENDMENT 1 THROUGH AMENDMENT 3 ARE INCORPORATED INTO THE CONTRACT.</p> <p>To provide fitness club services for the Federal Fitness Center located on the 1st floor of the Phillip Burton Federal Bldg. & U.S. Courthouse, 450 Golden Gate Ave., and the Federal Office Building, 50 United Nations Plaza, San Francisco, CA 94102</p>				
1000	<p>Federal Fitness Center Management Services</p> <p>POP: Base Year</p> <p>12/01/13 to 11/30/2014</p> <p>Accounting and Appropriation Data: . .192X.09.PG61.P092S420.K08. . .CA0154ZZ. . \$0.00 DELIVERY DATE: 11/30/2014 SHIP TO: 450 GOLDEN GATE AVE SAN FRANCISCO CA 94102-3661 FOB : Destination Period of Performance: 12/01/2013 to 11/30/2014</p>	12.00	MO	0.00	0.00
2000	<p>Federal Fitness Center Management Services</p> <p>POP: Option Yr I</p> <p>12/01/14 to 11/30/2015</p> <p>Accounting and Appropriation Data: . .192X.09.PG61.P092S420.K08. . .CA0154ZZ. . \$0.00 DELIVERY DATE: 11/30/2015 SHIP TO: 450 GOLDEN GATE AVE SAN FRANCISCO CA 94102-3661 FOB : Destination Period of Performance: 12/01/2014 to 11/30/2015</p>	12.00	MO	0.00	OPT 0.00
3000	<p>Federal Fitness Center Management Services</p> <p>POP: Option Yr 2</p> <p>12/01/15 to 11/30/2016</p> <p>Accounting and Appropriation Data: . .192X.09.PG61.P092S420.K08. . .CA0154ZZ. . \$0.00 DELIVERY DATE: 11/30/2015 SHIP TO: 450 GOLDEN GATE AVE SAN FRANCISCO CA 94102-3661 FOB : Destination Period of Performance: 12/01/2015 to 11/30/2016</p>	12.00	MO	0.00	OPT 0.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
4000	<p>Federal Fitness Center Management Services</p> <p>POP: Option Yr 3</p> <p>12/01/16 to 11/30/2017</p> <p>Accounting and Appropriation Data: ..192X.09.PG61.P092S420.K08. . .CA0154ZZ. . \$0.00</p> <p>DELIVERY DATE: 11/30/2015</p> <p>SHIP TO: 450 GOLDEN GATE AVE SAN FRANCISCO CA 94102-3661</p> <p>FOB : Destination</p> <p>Period of Performance: 12/01/2016 to 11/30/2017</p>	12.00	MO	0.00	<p>OPT 0.00</p>
5000	<p>Federal Fitness Center Management Services</p> <p>POP: Option Yr 4</p> <p>12/01/17 to 11/30/2018</p> <p>Accounting and Appropriation Data: ..192X.09.PG61.P092S420.K08. . .CA0154ZZ. . \$0.00</p> <p>DELIVERY DATE: 11/30/2015</p> <p>SHIP TO: 450 GOLDEN GATE AVE SAN FRANCISCO CA 94102-3661</p> <p>FOB : Destination</p> <p>Period of Performance: 12/01/2017 to 11/30/2018</p>	12.00	MO	0.00	<p>OPT 0.00</p>

SECTION B - PRICE SCHEDULE

THE CONTRACTOR WILL BE REQUIRED TO PROVIDE PRICING FOR BOTH LOCATIONS. THE PRICING BELOW SHALL REFLECT MEMBERSHIP PRICING FOR THREE CATEGORIES: (1) THE PHILLIP BURTON F.B. & U.S. COURTHOUSE FEDERAL FITNESS CENTER ONLY; (2) THE FEDERAL OFFICE BUILDING FEDERAL FITNESS CENTER ONLY; (3) BOTH LOCATIONS (AVAILABLE TO THE 50 UNP TENANTS ONLY).

THE FOLLOWING IS PROVIDED FOR THE OFFEROR TO PROPOSE PRICES IN EACH OF THE CATEGORIES:

(1) Phillip Burton FB & U.S. Courthouse, Federal Fitness Center: (ONLY)

<u>MEMBERS</u>	<u>CATEGORY</u>	<u>MONTHLY DUES</u>
Federal Employees	\$0 - \$60,000 (Annual Salary)	\$ <u>23.00</u>
Federal Employees	\$60,001 - \$85,000 (Annual Salary)	\$ <u>28.00</u>
Federal Employees	\$85,001 and above (Annual Salary)	\$ <u>35.00</u>
Initiation Fee (if any), for new members		\$ <u>40.00</u>

(2) 50 UNP Federal Office Building, Federal Fitness Center: (ONLY)

<u>MEMBERS</u>	<u>CATEGORY</u>	<u>MONTHLY DUES</u>
Federal Employees	\$0 - \$60,000 (Annual Salary)	\$ <u>18.00</u>
Federal Employees	\$60,001 - \$85,000 (Annual Salary)	\$ <u>21.00</u>
Federal Employees	\$85,001 and above (Annual Salary)	\$ <u>25.00</u>
Initiation Fee (if any), for new members		\$ <u>25.00</u>

(3) Phillip Burton Federal Building & U.S. Courthouse and 50 UNP Federal Office Building, Federal Fitness Centers: (BOTH LOCATIONS) available only to 50 UNP Federal Office Building Tenants

<u>MEMBERS</u>	<u>CATEGORY</u>	<u>MONTHLY DUES</u>
Federal Employees	\$0 - \$60,000 (Annual Salary)	\$ <u>25.00</u>
Federal Employees	\$60,001 - \$85,000 (Annual Salary)	\$ <u>30.00</u>
Federal Employees	\$85,001 and above (Annual Salary)	\$ <u>36.00</u>
Initiation Fee (if any), for new members		\$ <u>40.00</u>

1. DESCRIPTION OF SERVICES

The contractor shall provide all management, supervision, labor, materials, supplies and equipment (except as otherwise provided), and shall plan, schedule, coordinate and assure effective performance of all services described herein. The contractor will be required to provide Fitness Center services in accordance with the requirements of this solicitation at the following buildings:

LOCATION:

Federal Fitness Center (FFC)
Phillip Burton Federal Building & U.S. Courthouse (CA0154ZZ)
450 Golden Gate Avenue, First Floor
San Francisco, CA 94102

Federal Fitness Center (FFC)
Federal Office Building (CA0093ZZ)
50 United Nations Plaza, Basement Level
San Francisco, CA 94102

PERIOD OF PERFORMANCE:

Base one (1) year with four (4) one year option periods

Base Year: 12/01/2013 through 11/30/2014

Option I: 12/01/2014 through 11/30/2015

Option II: 12/01/2015 through 11/30/2016

Option III: 12/01/2016 through 11/30/2017

Option IV: 12/01/2017 through 11/30/2018

SECTION C
PERFORMANCE-BASED SCOPE OF WORK

1. Background

The General Services Administration (GSA), herein referred to as the Government, is seeking a professional contractor, herein referred to as the Contractor, to operate the Federal Fitness Centers, herein referred to as the FFC's, located at the Phillip Burton Federal Building and U.S. Courthouse, 450 Golden Gate Avenue, First Floor, San Francisco, CA 94102 and the Federal Office Building, 50 United Nations Plaza, San Francisco, CA 94102.

2. Operation

The Contractor shall be responsible for staffing, operating, equipment cleaning and maintenance of the FFC's. Services shall be provided in a manner that provides and promotes comprehensive, individualized holistic health and fitness programs for the memberships, consisting mainly of Federal Government employees in the buildings.

The Phillip Burton Federal Building FFC is accessible to the public and all members will have access to this location. However, the Federal Office Building FFC will only be accessible to the building tenants.

The Contractor shall:

- a. Evaluate the health and fitness of all participants.
- b. Stimulate maximum participation.
- c. Provide a broad wellness program and a safe, spacious and positive environment.
- d. Maintain communications with the Government and its designated representatives Contracting Officer (CO) and Contracting Officer's Representative (COR), who serve as the principal contacts regarding management, memberships and operation of the FFC's, as related to the terms and conditions of this contract.

3. Description of Facilities

Phillip Burton Federal Building & U.S. Courthouse FFC

The Phillip Burton Federal Building's FFC occupies approximately 10,000 square feet. This FFC contains an exercise area, staff office, two storage rooms, men's and women's shower/locker room facilities, basketball/utility room, and an extensive area for cardiovascular equipment and free weights.

(See EXHIBIT 1 for a list of equipment).

POPULATION:

The population of the Phillip Burton Federal Building and U.S. Courthouse is approximately 1,700 Federal employees. As of April 1, 2013, the FFC had 700 members.

Federal Office Building FFC

The Federal Office Building's FFC occupies approximately 2,356 square feet. The FFC contains approximately 80 ft of synthetic sport flooring and approximately 29 ft of 10mm rubber floor tile. It also is equipped with ¼ inch thick wall mirrors on the east and west interior walls. **There is no exercise equipment at this FFC. The men's and women's restrooms, showers and lockers are located across the hall from the FFC. These facilities are accessible for use by all of the building tenants. The cleaning and maintenance of these facilities will be the responsibility of the custodial services contractor¹.**

Identified below, for informational purposes only, is the layout for these facilities:

Women's Restroom/Shower/Locker Room:

- (3) Showers
- (3) Restroom Stalls
- (42) Individual Lockers

Men's Restroom/Shower/sLocker Room

- (3) Showers
- (2) Restroom Stalls
- (1) Urinal
- (42) Individual Lockers

The contractor shall propose, at a minimum, how the space shall be best utilized; taking into consideration free weights, resistance equipment and floor and aerobic classes. Any equipment that shall be utilized in the space shall be approved by the Field Office prior to installation. The contractor shall be responsible for equipment that is purchased for the Federal Office Building's FFC and it shall be at the contractor's expense to repair and maintain the equipment.

In November of 2013, approximately 450 GSA Federal employees will be moving to the Federal Office Building at 50 United Nations Plaza, San Francisco, CA 94102. (See **EXHIBIT 2 of the floor drawing**).

¹ Although the locker rooms at the Federal Office Building will be available for the use of all building tenants, contractors are welcome to propose towel service for the sole use of fitness center members.

4. **Hours of Service**

- a. The FFC at the Phillip Burton Federal Building & U.S. Courthouse is expected to be open from 6:00 a.m. until 8:00 p.m. Monday through Friday, excluding Federal holidays.
- b. The FFC at the Federal Office Building is expected to be open from 7:00 a.m. until 5:00 p.m. Monday through Friday, excluding Federal holidays.
- c. Any request for modifying the hours or days of service shall be submitted, to the COR, in writing, seven (7) days in advance. The COR may adjust the hours of operation as necessary to accommodate the needs of the Federal agencies.

5. **Government — Contractor Relationship**

Except for the Government responsibilities as specified in Paragraph 16, the Contractor will be responsible for all aspects of managing and operating the FFC's. The parties recognize that no employer-employee relationship exists.

6. **Responsibilities of the Contractor**

The Contractor shall:

- a. Provide prompt, efficient, and courteous service, avoiding interference with the operation of the building in which services is provided.
- b. Obtain required licenses and permits as required by all Federal, State and local authorities.
- c. Observe all applicable building, health, sanitary, and other laws and regulations.
- d. Employ sufficient and suitable personnel.
- e. Secure and maintain insurance, maintain records, submit reports, and observe other license requirements, specifically set forth herein.
- f. The Contractor shall meet monthly, or as needed, with the COR to discuss mutual objectives, including but not limited to enrollment levels, performance achievements and marketing programs.

- g. The Contractor acknowledges that they must register with the System for Award Management (SAM) database prior to the award, through final payment of any contract resulting from this solicitation. If the Contractor does not register with SAM in the time prescribed by the Contracting Officer, the Contracting Officer may award the contract to the next registered Contractor who successfully meets and fulfills requirements. The Contractor may obtain information on registration and annual confirmation requirements via the internet, at <http://www.sam.gov/portal/public/SAM/> or by calling 1-866-606-8220. The Contracting Officer can provide assistance with the SAM registration process.
- h. Exercise reasonable care in the use of space and Government owned equipment.
- i. Return the FFC space and equipment in as good as condition as when received. Excluding, ordinary wear and tear of the space or equipment, damage or destruction beyond the Contractor's control, and damage not due to the Contractor's fault or negligence.
- j. Provide all required equipment and supplies not provided by the Government, at the expense of the Contractor. The Contractor shall replace such equipment and supplies when necessary because of wear, breakage, or obsolescence. This shall include the replacement of the shower curtains, as needed, at the Phillip Burton FB & U.S. Courthouse FFC. The Contractor will not be responsible for the shower curtains at the Federal Office Building. Equipment and supplies provided by the Contractor shall be of a quality in keeping with that provided by the Government as determined by the Contracting Officer (CO). Any equipment purchased by the contractor shall remain the contractor's property. The equipment shall be removed from the FFC within seven (7) days of the end of the contract unless other arrangements have been made with the Contracting Officer or the designated Contracting Officer's Representative (COR).
- k. Maintain the FFC's in a clean and sanitary manner consistent with all local rules and regulations governing the operation of fitness centers.
- l. Maintain the FFC's via routine maintenance of the premises and equipment; including periodic safety checks on equipment following manufacturer's care specifications. Out-of-service equipment shall be marked, secured, taken out of use, and immediately reported to the COR for repair as necessary.
- m. Pay for all costs associated with the operation of the FFC's, including, but not limited to, wages, payroll taxes, supplies, internet service and charges, membership recruitment and incentive programs and employee benefits and insurance. The Contractor shall pay employees at a rate that is in full compliance

with the U.S. Department of Labor Wage Determination No: 2005-2059 including every fee, cost, or other charges resulting from operations under this contract.

ADJUSTMENT
2009), with the

Contract wages will be adjusted upward or downward effective on each anniversary date of the contract in accordance with the, FAR 52.222-43, FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP incorporation of an updated wage determination.

n. Provide, at its own expense to the COR, an annual audit of the FFC's financial books, records and expenditures. This audit shall be prepared by an outside, independent, certified auditor or accountant. This shall be provided to the COR within (30) days after the completion of the base year and within (30) days after the completion of each Option year.

o. Procure and maintain, at its own expense, insurance of the following types and minimum amounts during the entire period of performance under this contract:

- (i) Workers' Compensation and Employees' Liability Insurance
 - Amount as specified by statute, but not less than \$1,000,000.
- (ii) General Commercial Liability Insurance/Bodily Injury Liability
 - \$1,000,000 per occurrence.
- (iii) The Government shall be named as an additional insured through a rider on the Contractor's liability insurance policy.

The Contractor shall provide the CO and the COR with copies of the above named insurance policies within ten (10) days after award.

A Notice to Proceed will only be issued upon receipt of evidence of insurance.

7. Financial Reporting Requirements:

The Contractor shall furnish, via hard copy or electronically, monthly Profit & Loss (P&L) statements to the Contracting Officer and the Regional Concessions Officer, General Services Administration, 50 United Nations Plaza, 4th Floor, San Francisco, CA, 94102, within thirty (30) days after the end of the monthly accounting period.

Contractor certification for end-of-fiscal-year statement:

The Contractor shall certify their end-of-fiscal-year P&L statement and submit a hard copy to the Contracting Officer and the Concessions Officer within thirty (30) days after the end of the fiscal year.

8. **Government Facilities Improvement Account (GFIA)**

The Contractor shall establish and manage a "Government Facility Improvement Account (GFIA). The funds in this account, including interest earned thereon, are to be placed by the Contractor in an interest bearing account in a federally insured bank. Funds must be used in accordance with the document titled Government

Facility Improvement Account (GFIA) (**EXHIBIT 5**) and only to undertake projects for improvements to Government Facilities as directed by the Contracting Officer and written approval from the Regional Concessions Officer.

The Contractor shall **deposit monthly** into one account the amount identified below per each year of the contract. The GFIA deposit shall begin six (6) months or 180 days after the start of the contract.

GFIA Deposit Schedule for both locations:

\$1,000.00	Base Year (after the first six months or 180 days)
\$1,250.00	Option I
\$1,500.00	Option II
\$1,750.00	Option III
\$2,000.00	Option IV

The Contractor makes an irreversible commitment when deposits are made into the GFIA. Upon the expiration, cancellation or termination of this contract, or upon assignment or sale of interests related to this contract, the unexpended balance remaining in the GFIA for this contract shall be:

1. Expended by the Contractor for approved projects, or
2. Transferred to a successor contractor or trustee, or
3. Be remitted by the Contractor to the CO in such a manner that payment shall be received by the CO within fifteen (15) days after the last day of the Contractor's operation.

Projects paid for from the GFIA will not include required, operational maintenance of facilities or housekeeping activities, as these requisite actions remain the contractor's original contractual responsibility. Nothing in this section shall lessen the responsibility of the Contractor to carry out the maintenance and repair of Government Facilities as otherwise required by this contract from Contractor funds exclusive of funds contained in the GFIA. The Contractor shall have no ownership; possessory interest, or other interest in improvements made from funds from the GFIA.

The funds in the GFIA account may be utilized for both locations. The Contractor shall submit a request for use of the GFIA funds to the Contracting Officer. The Contracting Officer shall obtain written approval from the Regional Concessions Officer for all expenditures from the GFIA. Advances or credits to the GFIA by the Contractor are not permitted. The Contractor shall not carry out any project until the Contractor receives written authority through the Contracting Officer from the Regional Concessions Officer. For all expenditures made for each project from GFIA

funds, the Contractor shall maintain auditable records including invoices, billings, canceled checks, and other documentation satisfactory to the Contracting Officer.

The Contractor, Contracting Officer or their designees and the Regional Concessions Officer are to identify potential needs for additional equipment or other items that would support and enhance the FFC's operations. A "needs list" will be established at the beginning of the contract period and at each option period. The Contractor shall submit a request for use of the GFIA funds to the Contracting Officer and obtain written approval from the Regional Concessions Officer to purchase items from the list. The Contractor shall not charge any costs to the GFIA account that are not directly related to operation and administration of the FFC's and approved by the Contracting Officer or COR. Under no circumstances shall the GFIA be placed in a negative balance. **The GFIA shall not be used for repairs of equipment.**

The Contractor shall provide the Contracting Officer, Regional Concessions Officer and COR with monthly statements showing the current balance in the GFIA and all activity in the account for that month.

9. Inventory Maintenance

The contractor is responsible for all Government-furnished equipment, and shall maintain the equipment in good working order. In the event that the Government-furnished equipment is damaged due to contractor's misuse or negligence, the contractor is responsible for the cost of repair or replacement of the equipment.

The Contractor and COR shall jointly prepare a list of Government-furnished equipment and supplies within ten (10) days of contract start.

Within fifteen (15) days, prior to the contract ending, the Government-furnished equipment will be jointly inventoried by the Contractor and the COR. An agreed upon status of the condition of the equipment will be determined and documented by the COR. If it is determined that there is an issue with the condition of the equipment caused by the Contractor's negligence, the COR will provide a copy to the CO for further evaluation and determination.

Upon completion of the contract, the Contractor shall relinquish all Government-furnished equipment. Any services in the Contractor's name (telephone, DSL, etc.) must be canceled immediately.

10. Basic Services

The Contractor is required to provide basic services in the operation of the FFC's. These services shall be developed for both FFC locations as applicable and shall include, but are not limited to:

- a. **Calendar of Events:** The Contractor will develop, present and maintain a monthly calendar of events. After having been reviewed by the COR, the calendar of events will be posted in the FFC's lobby or designated area.
- b. **Classes:**

Phillip Burton FB & U.S. Courthouse: The Contractor will provide no fewer than 10 aerobic classes per week, covering the full range of exercise classes.

Federal Office Building: The Contractor will provide no fewer than six (6) aerobic classes per week, covering a full range of exercise classes.

- c. **Weight Training:** The Contractor will develop and provide weight-training programs for individuals and groups of members upon their request. Weight training programs will be developed within the limitations of available equipment and at no additional cost to the members.
- d. **Health Related Programs:** The Contractor will develop personalized employee programs and promote other health related activities, e.g., walking to encourage health and fitness.
- e. **Marketing Programs:** The Contractor will develop marketing materials and promote the FFC's through media such as flyers and newsletters. The Contractor is encouraged to develop other promotional approaches as well, in order to promote and encourage health and fitness. The Contractor will present a draft of any such material to the Contracting Officer's Representative (COR) for review prior to final distribution.
- f. **Orientation Sessions:** The Contractor will conduct orientation sessions with members of the FFC's; provide handouts describing the facilities, equipment, and services; and orient members to the safe usage of equipment and weights.
- g. **Suggestion Programs:** The Contractor shall evaluate all suggestions and requests made by FFC members regarding changes or additions to the services provided, and make recommendations to the COR. The Contractor is expected to recognize and evaluate fitness trends and to incorporate new programs in its offerings.
- h. **Emergency Procedures:** The Contractor shall provide an emergency plan within fifteen (15) days of the start of the contract period to the COR. The plan shall describe emergency procedures to care for individuals requiring medical attention as a result of participation in the FFC's. The COR shall review and approve the plan prior to implementation.

The Federal Occupational Health (FOH) Unit at the Phillip Burton Federal Building & U.S. Courthouse located on the 2nd floor will be open daily from 7:30 a.m. until 4:00 p.m. to assist with medical emergencies.

The FOH Unit at the Federal Office Building on the basement level will be open (hours to be determined) to assist with medical emergencies.

- i. **First Aid:** The Contractor is responsible for maintaining and replenishing a First Aid Kit.

- j. **Reports:** The Contractor shall maintain a check-in system to be used by all FFC members. The Contractor shall compile a report that includes but, is not limited to, peak hours of usage, degree of participation in the programs offered and noted trends. The Contractor shall submit the report to the COR on a monthly basis within three (3) working days after the conclusion of each month.

11. Maintenance of Equipment:

Except as provided otherwise herein, the Contractor shall dust, repair and continuously maintain in a satisfactory condition, all equipment and supplies used under this contract, regardless of whether provided by the Government or by the Contractor.

The Contractor is required to perform preventive maintenance on all Government-owned equipment, as well as on all equipment provided by the Contractor. In the event the Contractor does not have a maintenance department or qualified maintenance personnel, the Contractor is required to contract with a qualified equipment maintenance source. Failure of the Contractor to perform preventive maintenance on the equipment may result in the Government obtaining the services of a qualified maintenance company and billing the Contractor for such services.

The following is the **minimum** required maintenance of the equipment:

1. Weight Training Equipment:

- a. All pads to be cleaned with a disinfectant twice per day.
- b. Supporting metal bars on the weight machines to be cleaned twice per day.
- c. Weight stacks rods to be cleaned with silicone once per week.
- d. Any chains or gears requiring oil to be oiled once per week.
- e. Any other simple maintenance procedure on an as needed basis (i.e. repairing broken seat height adjustment locks, tightening screws, etc.)

2. Aerobic Equipment

- a. All pads in contact with participants to be disinfected once per day.
- b. Any area on any piece of equipment that is frequently sweated or perspired upon disinfected once per day.
- c. All equipment to be calibrated once per week.
- d. Any chains or gears requiring it to be greased once per week
- e. Any minor maintenance procedure on an as needed basis (i.e. tightening screws, bolts, etc.)

3. Aerobic Floor

- a. Maintenance records should be kept and the Government will be advised when refinishing or sealing needs to be done.

12. Repair of Equipment:

The Contractor shall adjust, repair and continuously maintain in a satisfactory condition, all equipment and supplies used under this contract, regardless of whether provided by the Government or by the Contractor.

The Contractor shall be responsible for the repair and the repair cost (materials, parts and labor) of each Government-owned equipment item not to exceed \$500.00 per repair. **The Contractor is responsible for the first \$500.00 for each repair, regardless of the cost of each repair.**

The Contractor shall report any potential need of repairs where the cost of labor, parts and materials is expected to exceed \$500.00.

The Contractor shall immediately perform repairs whenever equipment begins to break down or operate at less than 100% efficiency. Any delay in repairing equipment which causes further damage to the equipment may result in the Contractor bearing the entire cost to repair the equipment. The Contractor shall notify the COR when such work is being accomplished. However, repairs on equipment covered by a warranty or guarantee agreement shall not be initiated without the prior approval of the COR.

13. Membership Application Process:

The Contractor shall counsel each applicant for membership regarding his/her current fitness status and will offer individualized exercise guidelines. The Contractor is responsible for assuring that each of the following four steps listed below have been completed before a member begins to use the FFC's:

- (i) **Medical Clearance:** Contractor shall develop a Health History Questionnaire as coordinated with the Government or it's Representative after contract award.
(See EXHIBIT 4 for an example)
- (ii) **Physical Assessment:** Contractor shall develop a Physical Assessment Form as coordinated with the Government or it's Representative after contract award.
- (iii) **Government Participation and Release Agreement:** Contractor shall develop a Contractor/Employee Release Form as coordinated with the Government or it's Representative after contract award.
- (iv) **Orientation:** Contractor shall conduct orientations as described under 9(f) above.

The Contractor is responsible to ensure that all users have completed all phases of the application process.

Physical re-assessments must be performed every six (6) months on all members who request them. This re-assessment should be encouraged and marketed by the Contractor. Revised exercise plans shall be developed based on the outcome of the re-assessment.

Interaction and feedback on members' progress, limitations and techniques shall be given on a daily basis (as needed) as members are observed in various stages of exercise.

14. Records Management:

The Contractor shall keep and maintain electronic records of the FFC members. The Contractor shall establish a list of members identifying their status as a Non-Government member or a Government member. All Government members shall be identified by their Government agency.

Within sixty (60) days after award of the contract and at each option period thereafter, the Contractor shall provide the Contracting Officer and the Regional Concessions Officer with a report identifying the number of Government members and their respective Government agencies for both FFC's. The Contractor shall also provide a list of the number of Non-Government members enrolled at the Phillip Burton Federal Building and U.S. Courthouse's FFC.

All information collected by the Contractor, such as medical records and other private information shall be kept confidential. The Privacy Act of 1974, public law 93-282 (section 122 and 303), and other regulations, prohibit disclosure of this information without prior written consent. Paper records shall be locked in file cabinets or in a locked space when not in use or during non-office hours. Any information stored in a computer system shall be properly secured. If members' data is stored on the hard drives, there shall be secured access to the information via password protection and shall be locked down during non-office hours. If data is stored on back-up disks, thumb drives, etc., the devices shall be stored in locked containers with controlled access to the members' information.

15. Personnel and Supervision:

a. Staffing:

The Contractor shall provide a Fitness Center Manager who meets the qualifications outlined in paragraph (b) below. This individual must be CPR certified at the time of hire and maintain the certification during their employment. This staff member is considered to be essential, and shall have a work schedule that will allow the individual to be on-site a minimum of eight hours during the operating hours of the FFC of 6 a.m. to 8 p.m. Prior to re-assigning this individual, the Contractor must notify the COR and obtain written approval.

b. Staff Qualifications:

- (i) **Experience and Education:** The Fitness Center Manager must clearly demonstrate competencies as a health professional with requisite knowledge and skills associated with; administering preventive exercise programs, educating program participants, designing and implementing an exercise program, organizing/operating fitness facilities, and marketing.

Staff must be able to work with a minimum of guidance on a day to day basis. Staff must be "self-starters" with proven developmental abilities.

- (ii) **Management Skills:** The management skills must include, but are not limited to; supervision of health, physical fitness programs, scheduling and conducting health and fitness intervention programs. Leadership and excellent communication skills must have been demonstrated in previous experience. While on Government premises, the Contractor shall comply with the rules, regulations, and procedures governing the conduct of personnel and the operation of this facility. (See EXHIBIT 3)
- (iii) **Health and Fitness:** Staff must show a clear understanding of all aspects of sub-maximal health and fitness assessment techniques and procedures. Staff must have a thorough understanding of all aspects of physical conditioning programs, including cardiovascular training, strength training, flexibility training etc.

c. Minimum staffing requirements are as follows:

- a. Shall have an undergraduate degree in a health and fitness related field or have substantially equivalent work experience, and shall be knowledgeable in the areas of exercise science, programming and operation. Must have a current Red Cross or American Heart Association cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED) certifications and have completed first-aid training. Staff is also required to attend, at no cost to the Government, CPR, AED and first aid training as part of its safety training program.
- b. The contractor must have and maintain one or more current nationally recognized certifications from organizations such as, but not limited to, the following:
 - 1. American Council on Exercise (ACE)
 - 2. Aerobics and Fitness Association of America (AFAA)
 - 3. National Academy of Sports Medicine (NASM)
- c. Staff must keep current, throughout the duration of this contract, his or her professional certification(s)/training as demonstrated by completion of continuing education courses.
- d. Staff must be able to fluently speak, read, and write the English language.

16. Policies and Acknowledgements:

The Contractor shall establish written policies as necessary for staff and members' guidance and instruction.

- a. The Contractor shall collect all membership fees and other monies (e.g. registration fees, special class fees, etc.) necessary for the operation of the FFC.
- b. The Contractor represents and warrants that all of its staff and sub-contractors who perform services under this contract are United States citizens, or are otherwise legally authorized to work in the United States. The Contractor must submit to the COR, within 10 days after award and within 10 days after each Option period, copies of staffs' resumes and qualifications.
- c. The Contractor acknowledges that the Phillip Burton Federal Building and U.S. Courthouse is a secure facility, and that all FFC staff shall be required to obtain a background check/security clearance prior to beginning work. This entails completing a "Questionnaire for Public Trust Positions" (Standard Form 85P) and two fingerprint cards for submittal to the Department of Homeland Security, Federal Protective Service. **There are no exceptions to the requirement for obtaining security clearances prior to the start of work (See Section H of the PBSOW).**
- d. All Contractor staff assigned to the FFC shall be required, upon request of the Government or its Representative, to provide proof of current fitness and first aid certifications.

17. Rights and Responsibilities of the Government:

- a. The membership fees shall be fixed at initial contract award. Any changes to the membership fees must be requested in writing to the Contracting Officer for written approval after initial award of the contract. Requests for increased membership dues must be supported by a written justification for the increase. Once written approval is received from the Contracting Officer, a notice advising members of the increase in fees must be posted for thirty (30) days prior to the increase taking effect.

Membership eligibility, types of available memberships, and terms of membership may be created or modified by the Government at any time, in writing.

- b. The Government agrees to grant to the Contractor, for the stipulated period subject to the agreement and conditions herein, the right to establish, manage and operate the FFCs at the Phillip Burton Federal Building and U.S. Courthouse, 450 Golden Gate Avenue, First Floor, and the Federal Office Building, 50 United Nations Plaza, Basement Level, San Francisco, California 94102.
- c. At the beginning of the contract period, the Government will provide space for operations under the contract as indicated, and thereafter, such space as

it may deem necessary or desirable. It will, as it deems advisable, provide space heating, space lighting, ventilation, utilities and an integrated pest management program. In addition, it will:

- (i) Make such improvements and alterations as it may deem necessary or desirable to prepare or recondition assigned space for its intended purpose, including improvements and alterations necessary to conform to applicable sanitary requirements.
- (ii) Maintain and repair the building structure in areas assigned for the operator's use, including painting and re-decoration, the maintenance of gas, garbage, extermination services, water, steam, sewer, and electrical lines, ventilation, electrical lighting fixtures (including re-lamping), floors and floor coverings, and walls and ceilings. The Contractor shall, however, bear the expenses of repairs necessary because of negligence on the part of the Contractor or the Contractor's staff.
- (iii) At its own expense, the Government shall provide, and permit the Contractor to use the equipment listed and additional equipment of a similar type when required for expansion. (See EXHIBIT 1 – Phillip Burton FB)

NOTE: The Contractor is not responsible for janitorial cleaning other than laundering of towels. Full janitorial service will be provided by the Government.

SUBMITTALS CHART

Submittals	Responsible Party	To Whom	When
Financial Audit	Contractor	COR	Due (30) days after completion of base year and (30) days after the completion of each option year
Profit & Loss Statements	Contractor	CO & R9 Concessions Officer	Due (30) days after the end of the monthly accounting period
Profit & Loss –End of Fiscal Year Statement	Contractor	CO & R9 Concessions Officer	Due (30) days after the end of the fiscal year
Evidence of Insurance	Contractor	CO & COR	Due (10) days after

			award
GFIA Statements	Contractor	CO & R9 Concessions Officer	Due monthly
“Needs List”	Contractor & COR	COR	Due (10) days after award & each option period
List of Government Furnished Equipment	Contractor & COR	COR	10 days after award
Emergency Plan	Contractor	COR	Due (15) days after start of the contract
Check-In System/Usage Report	Contractor	COR	Due (3) Days after completion of month
Staff Resumes/Qualifications	Contractor	COR	Due (10) days after award & each option period
Records Management	Contractor	CO & R9 Concessions Officer	Due (60) days after award & each option period

SECTION D PACKING AND MARKING

D.1 PAYMENT OF POSTAGE AND FEES

The Contractor shall pay for all postage and fees related to submitting information, including forms, reports, etc., to the Contracting Officer or the Contracting Officer's Representative.

D.2 MARKING

All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the Contract Number of the contract for which the information is being submitted.

SECTION E INSPECTION AND ACCEPTANCE

E.1 INSPECTIONS

1. Facilities operated under the contract could be inspected periodically by representatives of the Government and, when circumstances warrant, by representatives of local health departments. After each inspection, the Contractor will be advised of any unsatisfactory conditions for which he/she is responsible. The Contractor shall correct deficiencies reported in a timely manner as specified in the inspection reports or provide written justification for an extension of not more than one (1) full day.
2. The Government shall have the right at any time to send its representative into areas assigned for the Contractor's use, for inspection or other purposes approved by the CO or COR and Concession Officer.
3. Contractor performance will be evaluated by, but shall not be limited to, the following:
 - A. Member comments
 - B. Timeliness and quality of written submittals
 - C. Responsiveness to Government's requests
 - D. Periodic physical inspections of the facilities

E.2 GOVERNMENT PERSONNEL

1. **Contracting Officer.** The Contracting Officer (CO) has the overall responsibility for administration of this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to authorized representatives.
2. **Contracting Officer's Representative.** The Contracting Officer's Representative (COR) is designated by the CO to assist in the discharge of the CO's responsibilities when the CO is unable to be directly in touch with the contract work. The responsibilities of the COR include, but are not limited to, determining the adequacy of performance of the Contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site; ensuring compliance with contract

requirements insofar as the work is concerned; and advising the CO of any factors which may cause delay in performance of work.

SECTION F DELIVERIES OR PERFORMANCE

F.1 PLACE OF PERFORMANCE

The services to be provided under this contract shall be accomplished at:

Phillip Burton Federal Building & U.S. Courthouse
450 Golden Gate Avenue
San Francisco, CA 94102

and Federal Office Building
50 United Nations Plaza
San Francisco, CA

F.2 TERM OF CONTRACT

After award, the successful Contractor will be given a written notice to proceed and shall provide contractual services for a one **(1) year period**, commencing on the date specified in the notice to proceed. Work under this contract is expected to commence on or about **November 1, 2013**.

The Contracting Officer will notify the Contractor as to the time and place when the Pre-Work/Performance meeting will take place. This meeting will allow the Contracting Officer or his/her designee an opportunity to review the information with the contract manager.

F.4 TERMINATION

The Government reserves the right to terminate the contract under the Termination for Convenience clause found in Section I at any time. Failure to provide services not in accordance to the terms and conditions herein could result in a Termination for Cause (Section I).

SECTION G CONTRACT ADMINISTRATION

1. SUSPENSION OF WORK

In the event services are not provided or required by the Government because the building(s) is closed due to inclement weather, under construction, unanticipated holidays declared by the President, failure of the Congress to appropriate funds, etc., the contractor will be notified as soon as possible.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1. Security

H1.1 SECURITY REQUIREMENTS AND PERSONAL IDENTITY VERIFICATION PROCEDURES (NON-CLASSIFIED CONTRACT)

Clarification of Notice to Proceed – “Notice to Proceed (NTP)” is the authorization for Contractor employee(s) to access GSA controlled space and to start work AFTER meeting the Government’s clearance and acceptance procedures, including the approval of the Quality Control Plan and Work Schedule Plan. The Contractor is not authorized to start work until the Notice to Proceed has been issued by the Contracting Officer.

The Contractor shall comply with directions provided by the Contracting Officer (CO) regarding all security requirements. All contract employees shall receive a favorable suitability determination, security clearance, and/or meet all security requirements, prior to reporting to work or performing work under this contract. Employees that can not obtain a favorable security determination, security clearance, or meet security requirements, will not be allowed to work in the Government building.

If the Contracting Officer or his/her representative receives an unfavorable or unsuitable report on any employee, or if the Contracting Officer's Representative finds a prospective employee to be unsuitable or unfit for his/her assigned duties, the Contractor shall be advised immediately that such employee will not be allowed to work or be assigned to work under the contract.

The Government has full and complete control over granting, denying, withholding or terminating clearances for employees. The Government may authorize and grant temporary clearance to employees of the Contractor. However, the granting of a temporary clearance shall not be considered, as assurance that full clearance will follow. The granting of either temporary or full clearance shall not prevent, preclude, or bar the withdrawal or termination of any such clearance by the Government.

H.2. GSAR 552.237-70 QUALIFICATIONS OF OFFERORS (MAY 1989)

(a) Offers will be considered only from responsible organizations or individuals now or recently engaged in the performance of building service contracts comparable to those described in this solicitation. In order to determine an Offeror’s qualifications, the Offeror may be requested to furnish a narrative statement listing comparable contracts which it has performed; a general history of its operating organization; and its complete experience. An Offeror may also be required to furnish a statement of its financial resources; show that it has the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work; and, demonstrate that its equipment and/or plant capacity for the work contemplated is sufficient, adequate, and suitable.

(b) Competency in performing comparable building service contracts, demonstration of acceptable financial resources, personnel staffing, plant, equipment, and supply sources will be considered in determining whether an Offeror is responsible.

(c) Prospective Offerors are advised that in evaluating these areas involving any small business concern(s), any negative determinations are subject to the Certificate of Competency procedures set forth in the Federal Acquisition Regulation.

H.3. GSAR 552.237-71 QUALIFICATIONS OF EMPLOYEES (MAY 1989)

(a) The contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.

(b) The Contractor shall fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. These forms shall be completed electronically unless that would create a hardship for the individual. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.

(c) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien

Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

H.4. SUITABILITY DETERMINATIONS

(a) All contract employees requiring routine unescorted access to Federally-controlled facilities and/or information systems for more than 6 months (Regular Employees) will be required to undergo a suitability determination before a facility identification card is issued. Prior to the time that an identification card is issued, such Regular Employees will be required to comply with normal facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable.

(b) Failure of a Regular Employee to receive a favorable suitability determination shall be cause for removal of the employee from the work site and from other work in connection with the Contract.

(c) Contract employees working less than 6 months (Temporary Employees) may, at the Government's option, be required to undergo a lesser form of suitability determination. Prior to the time that an identification card is issued, if at all, such Temporary Employees will be required to comply with normal facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable.

(d) Temporary Employees who have not received a favorable suitability determination shall be escorted at all times while in non-public space, as directed by the Government.

(e) The Government, at its sole discretion, may grant temporary suitability determinations to Regular or Temporary Employees. However, the granting of a temporary suitability determination to any such employee shall not be considered as assurance that a favorable suitability determination will follow.

(f) The Contracting Officer or his/her designated representative shall provide the Contractor with required forms for obtaining necessary clearances. The Contractor shall be required to cause such forms to be returned to the Government for processing not later than 14 days following being provided by the Government.

(g) The Contractor shall be responsible for planning and scheduling its work in such a manner as to account for facility access issues. Difficulties encountered by the Contractor in gaining access to facilities by its employees and subcontractors shall not be an excuse to any Contractor performance under the Contract.

H.5. COMPLIANCE WITH SECURITY REQUIREMENTS

(a) The Contractor shall comply with all GSA and tenant agency security requirements in the building(s) where work is being performed.

(b) When a controlled personnel identification access system is used by a tenant agency at a site where work is performed, the tenant agency will be responsible for providing any required access credentials. Credentials shall be displayed at all times or as otherwise required by the tenant agency.

H.6. IDENTIFICATION CREDENTIAL

(a) Upon receipt of a favorable suitability determination, each Regular or Temporary Employee shall be issued an identification credential (Credential) permitting regular access to the building(s) where work is being performed.

(b) Regular or Temporary Employees with Credentials shall be required to comply with all applicable access security screening procedures applicable to Government or other personnel possessing similar Credentials.

(c) All Contractor or subcontractor employees possessing Credentials shall visibly display their Credentials at all times while in the building(s) where work is being performed.

(d) The Contractor shall be responsible for ensuring that all identification credentials are returned to the Government when a particular Contractor or subcontractor employee will no longer be providing service under the Contract at the building(s) covered by the Credential.

(e) The Contractor will notify the Government when Credentials are lost. In that event, the Contractor will be responsible for reimbursing the Government for its cost in issuing a replacement Credential.

H.7. Standards of Conduct

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to his employees as necessary. The Contractor is responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on his or her employer and the Federal Government. No smoking is allowed in the building.

H.8. Removal from Contract Work

- (a) As provided in the clause entitled "Qualifications of Employees", the contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property. This shall include, but not be limited to, instances where an employee is determined, in the Government's sole discretion, to be incompetent, careless, insubordinate, unsuitable or otherwise objectionable.
- (b) A contractor employee may also be removed where the continued employment of the contractor employee in connection with the Government work is deemed, in the Government's sole discretion, contrary to the public interest, inconsistent with the best interests of security, or a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.
- (c) Where a contractor employee is granted a temporary suitability determination, and an unfavorable final suitability determination is later rendered, the Government may insist on the employee's removal from the work site and from other work in connection with the Contract.
- (d) The Contractor shall be responsible for providing replacement employees in cases where contract employees are removed at no additional cost to the Government.

H.9. Sensitive But Unclassified (SBU) Building Information

Dissemination of sensitive but unclassified paper and electronic building information shall be made on a "need to know" basis in accordance with GSA Order PBS P 3490.1, a copy of which will be made available upon request.

H.10. Recording Presence

Each contract employee must sign in when reporting for duty and sign out when leaving at the end of the workday and follow card access requirements as directed by the COR. The Contractor shall accumulate GSA Form 139 (Record of Time of Arrival and Departure from Building) or other designated form for use in recording presence each calendar week, certify in writing on each form that the information shown is true and correct and, and within 2 calendar days of week's end, and turn them over to the COR or designee.

H.11. Government Forms

The various Government forms mentioned in this document such as personal history forms, sign-out forms, inspection forms, etc., may be obtained from the COR.

H.12. Other Contractors

The Government may undertake or award other contracts for additional work, and the Contractor must fully cooperate with such other Contractors or Government employees. The Contractor must carefully schedule his own work, in conjunction with the additional work, as may be directed by the COR. In addition, the Contractor must not commit or permit any act that will interfere with the performance of work by another Contractor or by Government employees.

H.13. Ordinances, Taxes, Permits, and Licenses

Without additional expense to the Government, the Contractor must fully comply with all local, city, State, and Federal laws, regulations, and ordinances. The Contractor will also be liable for all applicable Federal, State, and local taxes and must obtain and pay for all permits and licenses governing performance under the contract.

H.14. Discrepancy in the Specifications

In any case of discrepancy in the specifications, the matter must be immediately submitted to the CO. The decision of the CO as to the proper interpretation of the specifications shall be final in accordance with the Disputes clause of this contract.

H.15. Affirmative Procurement Program (APP)

As a Federal procuring agency, GSA is required by the Resource Conservation and Recovery Act (RCRA), Section 6002 and Letter 92-4 and Executive Order (EO) 13423, Strengthening Federal Environmental, Energy, and Transportation Management, to procure and use products containing post consumer content (recycled material) environmentally preferable and bio based products. RCRA Section 6002 and Letter 92-4 require Federal agencies to develop and implement an Affirmative Procurement Program to facilitate the procurement of these products.

H.15.1 Affirmative Procurement Products

In addition to the regulatory requirements specified in section C of the specification, the Contractor must consider the following practices and sources:

- Cleaning chemicals or materials must be selected with consideration for minimizing the impact on both human health and safety and reducing other potential environmental impacts.
- Cleaning tools, equipment, and supplies must also be selected with regard to health and environmental considerations.
- Cleaning processes, work practices, and procedures must be selected that minimize worker and building occupant exposures and contribute to the promotion of environmental stewardship.
- Products designated as environmentally oriented in the GSA Federal Acquisition Service (FAS) Environmental Products and Services Guide. This guide is available on the FAS Environmental Home page at <http://gsa.gov/enviro>.
- Cleaning products that meet the Green Seal GS-37 standard where applicable, or if GS-37 is not applicable (e.g., for products such as carpet cleaners, floor finishes, or strippers), products that comply with the California Code of Regulations maximum allowable Volatile Organic Compounds (VOC) levels.
- Disposable janitorial paper products and trash bags that meet the minimum requirements of U.S. EPA's Comprehensive Procurement Guidelines.
- Low Environmental Impact Pest Management practices and Low Environmental Impact Cleaning Equipment practices.

The Contractor must provide quarterly reports that document the purchase and use of the products listed above.

Additional information on environmentally preferable products may be found through sources such as the U.S. EPA's Environmentally Preferable Purchasing Program Web site at <http://yosemite1.epa.gov/oppt/eppstand2.nsf> or information published by the Office of the Federal Environmental Executive at <http://www.ofee.gov/gp/gp.htm>.

H.18. Personnel Qualifications

H.18.1 ONSITE SUPERVISORS

The term "onsite supervisor" means a person designated in writing by the Contractor who has authority to act for the Contractor on a day-to-day basis at the work site. In order to be able to react instantaneously to emergency situations, the Contractor must provide for instant communication between the GSA office and the onsite supervisors during normal operation time (e.g., two-way radios, pagers).

The Contractor must designate a minimum of one individual during each shift (when multiple shifts are required) who shall have operational authority on the job site (while work is being performed). These individuals may be classed as working supervisor if so desired by the Contractor and may perform the functions of mechanic and supervisor concurrently.

H.18.2 QUALIFICATIONS OF PROJECT MANAGER AND ONSITE SUPERVISORY PERSONNEL

The project manager is a person, designated in writing by the Contractor, who has complete authority to act for the Contractor in every detail during the term of the contract. The Project Manager must have the

authority to accept notices of deductions, inspection reports and all other correspondence on behalf of the Contractor. The Project Manager's physical location and availability must be satisfactory to the COR Officer or Representative. A detailed resume containing the information specified in this document must be submitted to the COR for approval prior to the assignment of the project manager to the contract. Both new and replacement project manager's must meet these qualification standards described in paragraph 15(b) on page 15.

H.18.3 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL CODES

The Contractor must comply with all applicable Federal, State and local laws, regulations and codes. The Contractor is responsible for determining which requirements are applicable, and complying appropriately; the Contractor may ask advice of the CO or COR in this regard. GSA also has a policy of voluntary conformity to certain State and local code requirements even when permission or approvals from local regulators are not required; the Contractor must ask the advice of the CO or COR when such issues arise.

H.19. GOVERNMENT-FURNISHED MATERIALS

The following items are furnished by the Government:

1. Electrical power at existing outlets for the Contractor to operate equipment that is necessary in the conduct of its work.
2. Hot and cold water as necessary, limited to the normal supply provided in the building. No special heating or cooling of the water will be provided.
3. Space in the building, including locker rooms, if available. Any existing equipment within GSA space, such as lockers, tables, benches, chairs, etc., placed within the building by the Government may be used by the Contractor during the term of the contract provided authorization is received from the COR. This space and equipment must be kept neat and clean and returned to the Government at the expiration of the contract in reasonably the same condition as at the time of entering into the contract.

SECTION I CONTRACT CLAUSES

52.212-4 Contract Terms and Conditions—Commercial Items (Jul 2013)

(a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **Definitions.** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **Invoice.**

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by

Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) **Patent indemnity.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **Payment.**—

(1) **Items accepted.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) **Prompt payment.** The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) **Electronic Funds Transfer (EFT).** If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) **Discount.** In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) **Interest.**

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) **Final decisions.** The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) **Risk of loss.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **Taxes.** The contract price includes all applicable Federal, State, and local taxes and duties.

(l) **Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **Limitation of liability.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **Other compliances.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) **Compliance with laws unique to Government contracts.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **Order of precedence.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Sept 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

X Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

(13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

X (15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(iv) Alternate III (Jul 2010) of 52.219-9.

(16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

X (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

(18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

(23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

(24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

(25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

- ___ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- ___ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- _X_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- _X_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- _X_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- _X_ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- _X_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- _X_ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(iii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- _X_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- _X_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- _X_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ___ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (Mar 2012) of 52.225-3.
- ___ (iii) Alternate II (Mar 2012) of 52.225-3.
- ___ (iv) Alternate III (Nov 2012) of 52.225-3.
- ___ (41) 52.225-5, Trade Agreements (SEPT 2013) (19 U.S.C. 2501, **et seq.**, 19 U.S.C. 3301 note).
- _X_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).
- ___ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, **et seq.**).
- X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, **et seq.**).
- X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, **et seq.**).
- X (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, **et seq.**).
- (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, **et seq.**).
- (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, **et seq.**).
- (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495).
- (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) **Comptroller General Examination of Record.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, **et seq.**).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

 Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, **et seq.**).

- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, **et seq.**).
- (xii) 52.222-54, Employment Eligibility Verification (Jul 2012).
- (xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

I.2. 552.212-71 Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items - (Jul 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

X 552.237-70 Qualifications of Offerors

(b) Clauses.

X 552.203-71 Restriction on Advertising

X 552.211-73 Marking

X 552.215-70 Examination of Records by GSA

552.215-71 Examination of Records by GSA (Multiple Award Schedule)

552.215-72 Price Adjustment—Failure to Provide Accurate Information

552.219-70 Allocation of Orders—Partially Set-Aside Items

X 552.228-70 Workers' Compensation Laws

552.229-70 Federal, State, and Local Taxes

552.232-8 Discounts for Prompt Payment

552.232-23 Assignment of Claims

552.232-71 Adjusting Payments

552.232-72 Final Payment

552.232-73 Availability of Funds

552.232-78 Payment Information

X 552.237-71 Qualifications of Employees

552.238-71 Submission and Distribution of Authorized FSS Schedule Price List

552.238-74 Industrial Funding Fee and Sales Reporting

552.238-75 Price Reductions

552.242-70 Status Report of Orders and Shipments

552.243-72 Modifications (Multiple Award Schedule)

552.246-73 Warranty—Multiple Award Schedule

552.246-76 Warranty of Pesticides

ADDENDUM TO FAR 52.212-4, 52.212-5 & 552.212-71

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The date of the clause in the regulation that is applicable at the time the solicitation is issued applies unless otherwise stated. The following provisions and clauses are incorporated by reference:

52.203-3	Gratuities
52.204-7	Central Contractor Registration
52.204-9	Personal Identity Verification of Contractor Personnel
52.207-3	Right of First Refusal of Employment (Full Text)
52.223-3	Hazardous Material Identification and Material Safety Data
52.232-17	Interest
52.233-2	Service of Protest**
52.237-1	Site Visit
52.237-2	Protection of Government Buildings, Equipment, and Vegetation
52.237-3	Continuity of Services
52.228-5	Insurance - Work on a Government Installation
52.217-2	Cancellation Under Multi-year Contracts
52.217-8	Option to Extend Services
52.217-9	Option to Extend the Term of the Contract
552.217-71	Notice Regarding Options
552.219-71	Notice to Offerors of Subcontracting Plan Requirements
552.219-72	Preparation, Submission, and Negotiation of Subcontracting Plans
MV-98-3	GSA Agency Protest Procedures

*** Contracting Officer, General Services Administration, PBS, Phillip Burton Federal Building and U.S. Courthouse, Contracts Section (9P3PMFC), 450 Golden Gate Avenue, 4th Floor East, San Francisco, CA 94102-3434.*

Insurance. Liability insurance coverage, written on the comprehensive form of policy, is required in the amount, but not less than \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. (See clause 52.228-5 INSURANCE WORK ON A GOVERNMENT INSTALLATION).

Cancellation of Contract: This contract can be canceled by either party thirty (30) calendar days after the start date of the contract, with a thirty (30)-workday written notification. The cancellation date may be negotiated between the parties, as well as any costs associated with the cancellation.

SECTION J
LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

DOCUMENTS, EXHIBITS AND
OTHER ATTACHMENTS

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

EXHIBIT 1 – PHILLIP BURTON FB & U.S. COURTHOUSE, FFC EQUIPMENT INVENTORY LIST

EXHIBIT 2 – FEDERAL OFFICE BUILDING, 50 UNP FFC FLOOR SPACE DIAGRAM

EXHIBIT 3 – RULES AND REGULATIONS GOVERNING CONDUCT ON FEDERAL PROPERTY

EXHIBIT 4 – HEALTH HISTORY QUESTIONNAIRE

EXHIBIT 5 – GOVERNMENT FACILITY IMPROVEMENT ACCOUNT

EXHIBIT 6 - FEDERAL EMPLOYEE SALARY TABLE 2013

EXHIBIT 7 - FORMS

SF-LLL DISCLOSURES OF LOBBYING ACTIVITIES**
KEY PERSONNEL RESUME**

**This exhibit will not be incorporated into the final contract award document.

EXHIBIT 1

PHILLIP BURTON FB & U.S. COURTHOUSE

FEDERAL FITNESS CENTER

EQUIPMENT LIST

FEDERAL FITNESS EQUIPMENT LIST

FFC Equipment List
Updated: 4/5/2013

<i>Cardio Equipment</i>		
Make/Type	Model #	Count
Life Fitness Tread Life Stride	9500HR	1
Star Trac Pros (AS50902166, AS51002231)	7531-SUSAPO	1
Life Fitness Cross-trainer	Total Body System	2
Upright Bike - Star Trac	Star Pro	1
Life Cycle Heart Rate - Upright	9500 HR	2
Recumbent Bike - Life Fitness	Life Cycle 9500 HR	2
Recumbent Bike - Star Trac	Star Pro	1
Stairmaster Stepmill		1
Stairmaster	4000PT	3
Stairmaster Free Climber	4400 PT	2
Elliptical Crosstrainer - Precor	EFX 544	1
Elliptical Crosstrainer - Precor	EFX 546 w/ smart rate	1
Elliptical Crosstrainer - Precor	EFX 546 w/o heart rate sensors	1
Precor Treadmill	TRM 885	5
Precor Elliptical	546i	2
Precor	100i	2

<i>Weight Machines</i>		
Make	Name	Count
Cybex	Stairmaster - Gravitron 2000AT (w/ assisted pull up)	1
	Tricep Extension	1
	Arm Curl	1
	Multi-hip	1
	Seated Row	1
	Chest Press	1
	Hip Abduction	1
	Hip Adduction	1
	Shoulder Press	1
	Seated Leg Press	1
	Low Row	1
	Leg Extension	1
	Seated Leg Curl	1
	Lateral Raise	1
	Fly	1
	Roman Chair	1

FEDERAL FITNESS EQUIPMENT LIST – CON'T

<i>Weight Machines – CON'T</i>		
	Rotary Torso	1
	Pullover	1
	Leg Press Station	1
	Abdominal	1
	Bent Knee Calf Raise	1
	Inclined Chest Press	1
	Flat Chest Press	1
	Smith Machine	1
	Cage	1
	Lat Pull Down	1
	Preacher Curl Bench	1
	Cable Cross-Over (Cable Universal)	1
	Bent Leg Abdominal Board	1

<i>Free Weights and Accoutrements</i>		
Make	Name	Count
Cybex	Wide Weight Rack	1
	Narrow Weight Rack	1
	Dumbbells: 5lbs - 100 lbs (5lb increments)	1 pair each
	Disk Rack	1
	Weight Bar	2
Unknown Make	Blue Group Ex Dumbbells - 2 lbs	3.5 pairs
	- 3 lbs	0.5 pairs
	- 5 lbs	3.5 pairs
	- 8 lbs	6 pairs
	- 10 lbs	16 pairs
	Black Group Ex Dumbbells - 3 lbs	6.5 pairs
	- 5 lbs	7.5 pairs
	- 12 lbs	7 pairs
Ivanko	Weight Disks - 2.5 lbs	17
	- 5 lbs	24
	- 10 lbs	24
	- 25 lbs	18
	- 35 lbs	18
	- 45 lbs	24

FEDERAL FITNESS EQUIPMENT LIST – CON'T

<i>Group Ex/Boxing/Misc.</i>		
Make	Name	Count
Title	Speed Bag	2
Wavemaster	Heavy Bag	1
	XXL Freestanding Boxing Bag	5
Physioball	Stability Ball	17
Schwinn	Spin Bike	16
Generic	Foam Floor Mats	20
	Padded Blue Floor Mats	34
	Foam Rollers	13
	Jump Ropes	7
Stiga	Ping Pong Table	1
Bouncewell	Medicine Ball - 2kg	7
	- 3kg	5
Champion Sports	Double Grip Medicine Ball - 8 lbs	4
	- 9.9 lbs	5
Perform Better	Floor Mats	19
j/fit	foam rollers	5

<i>Pilates Equipment</i>		
Type	Count	
Reformers	8	
Springs - Red	30	
- Blue	22	
- Yellow	34	
- Green	8	
- Purple	16	
Boxes	8	

EXHIBIT 2

FEDERAL OFFICE BUILDING 50 UNITED NATIONS PLAZA, SF, CA FFC FLOOR SPACE DIAGRAM

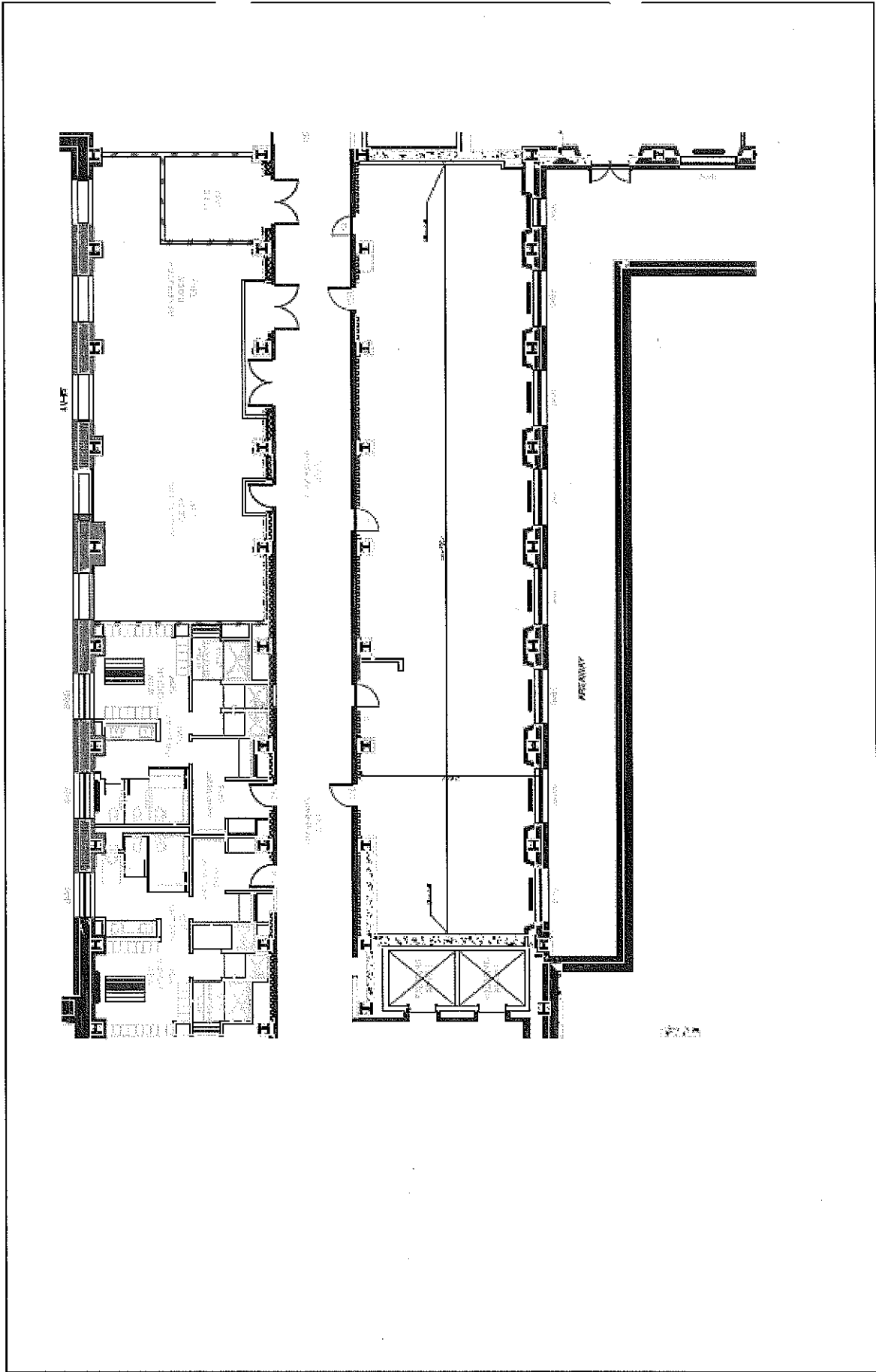


EXHIBIT 3

RULES & REGULATIONS GOVERNING CONDUCT ON FEDERAL PROPERTY



Rules and Regulations Governing Conduct on Federal Property

December, 2002

Federal Management Regulation Title 41, Code of Federal Regulations, Part 102-74, Subpart C

Applicability (41 CFR 102-74.360). The rules in this subpart apply to all property under the authority of the U.S. General Services Administration and to all persons entering in or on such property. Each occupant agency shall be responsible for the observance of these rules and regulations. Federal agencies must post the notice in the Appendix to part 102-74 at each public entrance to each Federal facility.

Inspection (41 CFR 102-74.370). Federal agencies may, at their discretion, inspect packages, briefcases, and other containers in the immediate possession of visitors, employees or other persons arriving on, working at, visiting, or departing from Federal property. Federal agencies may conduct a full search of a person and the vehicle the person is driving or occupying upon his or her arrest.

Admission to Property (41 CFR 102-74.375). Federal agencies must:

- Close property to the public during other than normal working hours. In those instances where a Federal agency has approved the use of normal working hours use of buildings or portions thereof for activities authorized by subpart D of this part, Federal agencies may not close the property for official purposes during the public hours.
- Close property to the public during visiting hours only when visitors require this action to ensure the orderly conduct of Government business. The designated closed area under the Occupant Emergency Program may make such decision only after consultation with the building manager and the highest ranking representative of the law enforcement organization responsible for protection of the property or the area. The designated closed area is defined in Sec. 102-71.20 of this chapter as the highest ranking official of the primary occupant agency, or the alternate highest ranking official or designee selected by mutual agreement by other occupant agency officials.
- Ensure, when property or a portion thereof is closed to the public, that admission to the property and most, when requested display Government records directly or indirectly to Federal police officers or other authorized individuals when entering, leaving or while on the property. Failure to comply with any of the applicable provisions is a violation of these regulations.

Presentation of Property (41 CFR 102-74.380). All persons entering in or on Federal property are prohibited from:

- Improperly disposing of rubbish on property.
- Wrecking, destroying or damaging property.
- Stealing property.
- Creating any hazard on property to persons or things.
- Throwing articles of any kind from or at a building or the clothing upon statues, fountains or any part of the building.

Conformity with Signs and Directions (41 CFR 102-74.385). Persons and all property must at all times comply with official signs of a prohibitory, regulatory or directory nature and with the lawful direction of Federal police officers and other authorized individuals.

Disturbances (41 CFR 102-74.390). All persons entering in or on Federal property are prohibited from: creating, exhibiting disorderly conduct or exhibiting other conduct on property which:

- Creates a level of unusual noise or a nuisance;
- Unreasonably obstructs the usual use of entrances, lobbies, corridors, offices, elevators, stairways, or parking lots;
- Obstructs or impedes or derails the performance of official duties by Government employees; or
- Prevents the general public from obtaining the administrative services provided on the property in a timely manner.

Gambling (41 CFR 102-74.395). Except for the vending or exchange of tickets for licensed brief operations or vending facilities for any lottery and lotto in a State law and authorized by section 2(a)(5) of the Randolph-Sheppard Act (20 U.S.C. 107 et seq.), all persons entering in or on Federal property are prohibited from:

- Participating in games for money or other personal property;
- Operating gambling devices;
- Conducting a lottery or pool; or
- Selling or purchasing of numbers tickets.

Narcotics and Other Drugs (41 CFR 102-74.400). Except in cases where this drug is being used as prescribed for a patient by a licensed physician, all persons entering in or on Federal property are prohibited from:

- Being under the influence, using or possessing any narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines; or
- Operating a motor vehicle on the property while under the influence of alcoholic beverages, narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines.

Alcoholic Beverages (41 CFR 102-74.405). Except where the head of the responsible agency or his or her designee has granted an exemption in writing for the appropriate official use of alcoholic beverages, all persons entering in or on Federal property are prohibited from being under the influence of or using alcoholic beverages.

The head of the responsible agency or his or her designee must provide a copy of all exemptions granted to the building manager and the highest ranking representative of the law enforcement organization, or other authorized official, responsible for the security of the property.

Selling, Vending and Debt Collection (41 CFR 102-74.410). All persons entering in or on Federal property are prohibited from: selling commercial or political donations, vending merchandise of all kinds, displaying or distributing commercial advertising, or collecting private debts, except for:

- National or local efforts for funds for welfare, health or other purposes as authorized by 5 CFR part 950, entitled "Substitution of Federal Civilian and Unemployed Service Personnel For Contributions To Private Voluntary Organizations," and sponsored or approved by the occupant agencies;
- Concessions or personal notices posted by employees on authorized bulletin boards;
- Subscription of labor organization membership or dues authorized by occupant agencies under the Civil Service Reform Act of 1978 (Public Law 95-454); and
- Leases, or to agents and employees, with respect to space leased for commercial, cultural, educational, or recreational use under the Public Buildings Cooperative Use Act of 1976 (40 U.S.C. 581(b)). Public areas of GSA-controlled property may be used for other activities in accordance with subpart D of this part.

Posting and Distributing Materials (41 CFR 102-74.415). All persons entering in or on Federal property are prohibited from:

- Distributing free samples of tobacco products in or around Federal buildings, under Public Law 104-52, Section 636;
- Posting or affixing materials, such as pamphlets, handbills, or flyers, on bulletin boards or elsewhere on GSA-controlled property, except as authorized in Sec. 102-74.410, or when these displays are conducted as part of authorized Government activities;
- Distributing materials, such as pamphlets, handbills, or flyers, unless conducted as part of authorized Government activities. This prohibition does not apply to public areas of the property as defined in Sec. 102-71.20 of this chapter. However, any person or organization proposing to distribute materials in a public area under this section must first obtain a permit from the building manager as specified in subpart D of this part. Any such person or organization must distribute materials only in accordance with the provisions of subpart D of this part. Failure to comply with those provisions is a violation of these regulations.

Photographs for News, Advertising, or Commercial Purposes (41 CFR 102-74.420). Except where security regulations apply or a Federal court order or rule prohibits it, persons entering in or on Federal property may take photographs of:

- Space occupied by a tenant agency for non-commercial purposes only with the permission of the occupying agency concerned;
- Space occupied by a tenant agency for commercial purposes only with written permission of an authorized official of the occupying agency concerned; and
- Building entrances, lobbies, corridors, or stairways for news purposes.

Dogs and Other Animals (41 CFR 102-74.425). Except seeing eye dogs, other guide dogs, and animals used or being trained to guide or assist handicapped persons, persons may not bring dogs or other animals on Federal property for other than official purposes.

Vehicle and Pedestrian Traffic (41 CFR 102-74.430). All vehicles driving entering or while on Federal property:

- Must drive in a careful and safe manner at all times;
- Must comply with the signals and directions of Federal police officers or other authorized individuals;
- Must comply with all posted traffic signs;
- Must comply with any official posted traffic directives approved by the GSA Regional Administrator, which will have the same force and effect as these regulations;
- Are prohibited from blocking stairways, driveways, walks, loading docks, or fire hydrants; and
- Are prohibited from parking on Federal property without a permit. Parking without authority, parking in unauthorized locations or in locations reserved for other persons, or parking contrary to the direction of posted signs is prohibited. Vehicles parked in violation, where warning signs are posted, are subject to removal at the owner's risk and expense. Federal agencies may take as proof that a motor vehicle was parked in violation of these regulations or directives as prima facie evidence that the registered owner was responsible for the violation.

Explosives (41 CFR 102-74.435). No person entering or while on Federal property may carry or possess explosives, or items intended to be used to fabricate an explosive or incendiary device, either openly or concealed, except for official purposes.

Weapons (41 CFR 102-74.440). Federal law prohibits the possession of firearms or other dangerous weapons in Federal facilities and Federal court facilities by all persons not specifically authorized by Title 18, United States Code, Section 930. Violators will be subject to fine and/or imprisonment for periods up to five (5) years.

Non-discrimination (41 CFR 102-74.445). Federal agencies must not discriminate by segregation or otherwise against any person or persons because of race, creed, sex, color, or national origin in hiring or by refusing to furnish to such person or persons the use of any facility of a public nature, including all services, privileges, accommodations, and activities provided on the property.

Penalties (41 CFR 102-74.450). A person found guilty of violating any rule or regulation in subpart C of this part while on any property under the charge and control of the U.S. General Services Administration shall be fined under Title 18 of the United States Code, imprisoned for not more than 30 days, or both.

Impact on Other Laws or Regulations (41 CFR 102-74.455). No rule or regulation in this subpart may be construed to nullify any other Federal law or regulations or any State and local laws and regulations applicable to any area in which the property is situated.

WARNING WEAPONS PROHIBITED

Federal law prohibits the possession of firearms or other dangerous weapons in Federal facilities and Federal court facilities by all persons not specifically authorized by Title 18, United States Code, Section 930. Violators will be subject to fine and/or imprisonment for periods up to five (5) years.

EXHIBIT 4

HEALTH HISTORY QUESTIONNAIRE

Health History Questionnaire

Name: _____

Home Address: _____

Position: _____

Telephone Home: _____ Work: _____

Height: _____ Weight: _____

Gender: _____ Birth Mo/Day/Yr: _____ Age: _____

Regular physical activity is safe for most people. However, some individuals should check with their doctor before they start an exercise program. To help us determine if you should consult with your doctor before starting an exercise program, please read the following questions carefully and answer each one honestly. All information will be kept confidential.

Please check either YES or NO.

Yes NO

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1) Do you have a heart condition? |
| <input type="checkbox"/> | <input type="checkbox"/> | 2) Have you ever experienced a stroke? |
| <input type="checkbox"/> | <input type="checkbox"/> | 3) Do you have epilepsy? |
| <input type="checkbox"/> | <input type="checkbox"/> | 4) Are you pregnant? |
| <input type="checkbox"/> | <input type="checkbox"/> | 5) Do you have diabetes? |
| <input type="checkbox"/> | <input type="checkbox"/> | 6) Do you have emphysema? |
| <input type="checkbox"/> | <input type="checkbox"/> | 7) Do you feel pain in your chest when you engage in physical activity? |
| <input type="checkbox"/> | <input type="checkbox"/> | 8) Do you have chronic bronchitis? |
| <input type="checkbox"/> | <input type="checkbox"/> | 9) In the past month, have you had chest pain when you were at rest? |
| <input type="checkbox"/> | <input type="checkbox"/> | 10) Do you ever lose consciousness or do you ever lose control of your balance due to chronic dizziness? |
| <input type="checkbox"/> | <input type="checkbox"/> | 11) Are you currently, being treated for a bone or joint problem that restricts you from engaging in physical activity? |
| <input type="checkbox"/> | <input type="checkbox"/> | 12) Has a physician ever told you or are you aware that you have a high cholesterol level? |
| <input type="checkbox"/> | <input type="checkbox"/> | 13) Has anyone in your immediate family (parents/brothers/sisters) had a heart attack, stroke, or cardiovascular disease before age 55? |
| <input type="checkbox"/> | <input type="checkbox"/> | 14) Do you currently smoke? |
| <input type="checkbox"/> | <input type="checkbox"/> | 15) Are you a male over 44 years of age? |

EXHIBIT 5

Government Facility Improvement Account

Government Facility Improvement Account (GFIA)

The Government Facility Improvement Account (GFIA) is to be used to rehabilitate or construct facilities which directly support contractor services authorized and/or required under this contract. GFIA is for "projects" and is established as a contract obligation. There is no possessory interest accrued by the Contractor for improvements made by this account.

Funds in the GFIA can be invested in various instruments in advance of being used to carry out the contractor's obligations under the contract. Whatever the method selected to hold the funds pending project work beginning, the parties to this contract agree that all funds will either be held in an account insured by the Federal Deposit Insurance Corporation or a similar insuring activity of the Federal government.

The funds in the GFIA will be held in a trust or an interest bearing account established by the contractor to carry out his/her obligations under this contract.

Deposits shall be made into the GFIA established by the Contractor to carry out the purposes of the contract. The Contractor makes an irreversible commitment when deposits are made into the GFIA. Deposited funds do not become Government funds; however the usage of such funds will be directed toward projects set forth by the Account Committee (AC). Interest earned on GFIA becomes an addition to the balance of the GFIA.

GFIA funds must be maintained in a separate account with record keeping used to maintain continuous records of the balances and allocation of income and expenses appropriate to it.

Contractor is responsible for reporting or ensuring the reporting of GFIA activity each month and for annually filing, as part of their Annual Financial Report, the schedules that may be required by the Building Manager and Regional Concessions Officer.

The Contractor shall not be paid or reimbursed in any way for account management. However, account management expenses incurred by third parties with advance written approval of the properly delegated GSA authority may be considered as account expenses. In addition, taxes on account earnings are allowable account expenses if incurred in accordance with an account management agreement approved by the properly delegated GSA authority.

The Contractor may with the approval of the CO, be allowed to charge the GFIA of actual expenses incurred, in an amount not to exceed ten percent (10%) of approved project expenditures, for reasonable contract administrative costs directly associated with carrying out individual projects. The contractor shall provide a detailed listing of each cost incurred to the CO who shall determine the reasonableness and appropriateness of such expenses prior to their being allowed.

GFIA are not to be used for the payment of routine maintenance and operating expenses of the Contractor. Additionally, they are not to be used for maintenance of government property not assigned to the Contractor or for government projects or activities not directly related to the provision of the involved contractor's services.

GFIA funds are not to be used to pay or otherwise reimburse or credit contractor annual operating costs or government appropriation accounts.

The Contractor (or others should that be authorized) will attempt to make every effort to solicit competition to secure the best price for the selected project. The Contractor shall not, directly or indirectly, enter into any arrangement or agreement whereby it receives money or other benefits from other contractors.

The Building Manager may require that the GFIA fund the cost of an independent third party construction supervisor/inspector to represent the interests of the Government on any project where the Building Manager feels that would be cost effective and necessary to the sound administration of the project.

The Contractor shall ensure that a Builders Risk Form Insurance policy is in effect during the construction. The type and amount of insurance will be approved in writing by the CO. This policy is an appropriate expenditure from the GFIA.

In the event of any inconsistency between this Exhibit and the main body of the concession contract, the contract shall prevail.

POLICY FOR USE OF THE GOVERNMENT IMPROVEMENT ACCOUNT

The contract includes specific provisions for establishing a GOVERNMENT FACILITY IMPROVEMENT ACCOUNT (GFIA) and describing its purpose or principal goals.

Appropriate GFIA expenses would include major and minor capital expenditures such as foundation, building frame, window frame replacement, sheathing, subfloors, drainage, rehabilitation of building systems such as electrical, plumbing, built-in heating and air conditioning, roofing, and similar.

The account would not be appropriate for the operating costs of building systems or for minor adjustment and repair that would be the usual, routine responsibility of the contractor.

This account shall not be utilized for the purchase of new food service equipment to replace existing equipment that was provided by the Government as outlined in the scope of work.

This account would be appropriate for the purchase, delivery and installation of food service equipment that is above and beyond Government provided food service equipment. The Contractor shall have no ownership of this equipment upon termination of the contract. The Contractor must adjust, repair and continuously maintain this equipment in satisfactory condition. The Contractor and Building Manager may submit proposals for the purchase of this equipment as outlined below in the "Project Nomination and Approval" section.

The account would be appropriate for decorating costs, furniture, or periodic re-carpeting or other cosmetic work as deemed necessary by the Account Committee; where such activity does not conflict with appropriated fund project work.

Decisions are based on the facts of the particular situation. However, appropriate expenditures should typically be non-recurring.

Selected projects will not take the place of, or augment contractually required and routine care to future GFIA projects, facilities should have a consistent high quality of maintenance and housekeeping.

The contract will provide direction about the Contractor's responsibility to maintain and repair facilities. The GFIA is not intended to absorb such costs or to serve as an alternative to an active maintenance and repair program by the Contractor.

The contractor will not transfer repair and maintenance expenses to GFIA projects.

Contractor routine repair and maintenance expense should be monitored as a percentage of gross sales to assure that at least the expected or traditional level is sustained. Additionally, maintenance agreements should be sufficiently detailed so as to ensure that GFIA disagreements do not occur.

PROJECT NOMINATION AND APPROVAL

1. The Building Manager will decide what projects will be proposed, prioritized, approved, bid and accomplished with an orderly process that ensures accountability.
2. The Contractor may submit proposals to the Building Manager for the use of the GFIA using a format established by the Building Manager for "Account Project Nomination" (a standard control form). It is intended that a nomination form be the first step in the development of a project file.
3. The GFIA is a predictable accumulation of funds. Project lists should be developed extending priorities over several years and projects initiated as funds are available. A contingency balance should be maintained for potential additions and adjustments.
4. The Building Manager will establish an Account Committee (AC) to review and recommend project nominations. The committee will include the GSA Concessions Officer, Contracting Officers Representative (COR) and the contractor's representative. The Building Manager will establish a process to review and approve/disapprove project nominations based on but not limited to the following:

- Applicable Laws and regulations
- GSA Policies
- Concession Contract and Amendments Including the Appropriateness of the Project Given the GFIA Purposes Stated in this Exhibit
- Operating and Maintenance Plans
- Need, based on resource impacts or human risk factors
- Compliance with GSA planning documents
- Other applicable factors

Upon completion of the review, the AC will prepare a record of the evaluation and a recommendation for approval/disapproval by the Building Manager. The documentation will be placed in the Project Statement" (a standard control form).

5. Regional GSA Director approval is required before projects can be advanced for implementation. This review is to consider the appropriateness of each project for accomplishment through the GFIA. It is not expected, at this point in the process that projects will have more than a rough estimate for a budget.

6. Approved projects will be implemented as funding and scheduling allow. Overall project management will be the responsibility of the Building Manager.

7. The Project Statement will guide and document each project's implementation through completion. This Statement will contain the following: justification, specific proposal, scope of work, design responsibility, proposed project schedule and compliance requirements. The Project Statement will be signed by the members of the AC. The signed Project Statement constitutes official authority for the Contractor to begin work on the project.

The Project Statement will provide a chronological audit trail of the project's decision making activity including meetings, inspections, change orders, etc. from nomination to project completion support documents will be maintained in the Project File or reference in the Project Statement where related documents can be found.

SPECIFICATIONS, DESIGN, AND BIDDING

1 (a) The contractor will make every effort to solicit competition.

(b) Construction work will not be done by contract employees unless the Building Manager determines that there are unusual circumstances that make such work both advantageous and able to be managed effectively Contractor may use sole-source contracts only with the prior approval of the Building Manager.

(c) Contractor may not bid as independent contractors, or be employed by the contractor for GFIA projects.

(d) The Contractor shall not directly or indirectly, enter into any contract whereby it benefits directly or indirectly through the transfer of funds or other benefits from a GFIA project Contractor.

(e) Exceptions to these policies may be granted in writing by the CO on a case-by-case basis when there are unusual circumstances, clear advantages to the Government, and adequate controls.

2. The Building Manager will determine, based on the complexity of the project, whether the Contractor will develop a project description sufficient to secure an architect, engineer, or construction contractor. These will be reviewed and authorized in writing by the Building Manager.

3. Plans and specifications will be prepared by the Contractor and will follow when design is authorized in a project, the designs will be reviewed by the Building Manager as appropriate to the project, such as 50%, draft 100% completion, etc.

4. Once plans and specifications are approved, the Contractor will prepare to advertise or otherwise solicit or secure estimates or bids for the project.

5. For each project, the package for bidding or estimating will include at least the Statement of Work, plans and specifications, the General Provisions, and a draft contract or agreement under which the work will be carried out and that has been reviewed and approved by the Building Manager.

6. The Contractor will recommend and justify a contractor from among the bidders or from other sources if a bid process was not used. This recommendation will be accepted/rejected by the Building Manager in writing. Once confirmation has been issued, the Contractor is authorized to sign a contract and proceed with the project.
7. At this time, the Contractor will submit to the Building Manager estimate of the final budget and time schedule for the project.
8. The Building Manager will participate in on-site meetings with the Contractor and project contractor.
9. The project will be inspected periodically by the Building Manager.
10. At appropriate intervals the Contractor will submit to the Building Manager a progress report enumerating project costs, with invoices, certificates and other documentation, work accomplished to date.
11. Change orders on project contracts require approval in writing from the CO.
12. Upon certification from the contractor that a project is complete, the project will be inspected jointly by the Contractor and the Building Manager. The project will not be accepted by the Contractor until authorized in writing by the CO.
13. Upon project completion, the Contractor will submit to the CO a project completion report including total project costs, warranties, service manuals, and as-built drawings of the project in the form specified. Invoices, certificates, and other documentation related to the final segment of work accomplished shall accompany the report and be the basis for final payment of the contractor. Final payment to the contractor and final reimbursement to the contractor for administrative costs shall not be made until the project has been accepted in writing by the CO. The Contractor is required to submit a summary of administrative costs for the project.

EXHIBIT 6

FEDERAL EMPLOYEE SALARY TABLE 2013

SALARY TABLE 2013-SF
INCORPORATING A LOCALITY PAYMENT OF 35.15%
FOR THE LOCALITY PAY AREA OF SAN JOSE-SAN FRANCISCO-OAKLAND, CA
RATES FROZEN AT 2010 LEVELS

EFFECTIVE JANUARY 2013

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 24,061	\$ 24,865	\$ 25,665	\$ 26,461	\$ 27,261	\$ 27,731	\$ 28,522	\$ 29,319	\$ 29,351	\$ 30,097
2	27,053	27,696	28,591	29,351	29,690	30,553	31,426	32,299	33,173	34,046
3	29,517	30,501	31,485	32,468	33,452	34,436	35,420	36,404	37,388	38,372
4	33,136	34,240	35,344	36,449	37,553	38,657	39,761	40,865	41,969	43,074
5	37,073	38,308	39,544	40,779	42,014	43,249	44,485	45,720	46,955	48,190
6	41,325	42,702	44,079	45,456	46,834	48,211	49,588	50,965	52,342	53,719
7	45,923	47,454	48,985	50,516	52,048	53,579	55,110	56,641	58,173	59,704
8	50,858	52,553	54,248	55,943	57,637	59,332	61,027	62,722	64,417	66,111
9	56,172	58,044	59,916	61,788	63,660	65,532	67,403	69,275	71,147	73,019
10	61,860	63,922	65,984	68,047	70,109	72,171	74,234	76,296	78,359	80,421
11	67,963	70,228	72,493	74,758	77,023	79,288	81,554	83,819	86,084	88,349
12	81,460	84,175	86,891	89,606	92,321	95,036	97,751	100,466	103,182	105,897
13	96,867	100,096	103,325	106,554	109,782	113,011	116,240	119,469	122,697	125,926
14	114,468	118,283	122,099	125,914	129,729	133,544	137,360	141,175	144,990	148,806
15	134,647	139,136	143,624	148,112	152,601	155,500 *	155,500 *	155,500 *	155,500 *	155,500 *

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2013 Locality Pay Area Definitions page: <http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2013/locality-pay-area-definitions/>